

FLEXFAB TERMS AND CONDITIONS OF PURCHASE

October

1, 2023

Without limiting the terms and conditions set forth herein, Seller will comply with all of the provisions of Buyer's Supplier Quality Manual (50-6.104) (the "Supplier Quality Manual") and each of Buyer's other policies and documents as provided or made available by Buyer to Seller from time to time (together with the Supplier Quality Manual, each as modified, amended or otherwise supplemented from time to time, the "Buyer Policies").

1. Offer and Acceptance; Term.

(a) Each purchase order or revision thereof ("**Order**") issued by Flexfab, LLC or its applicable affiliate(s) ("**Buyer**") to the seller or its applicable affiliate(s) ("**Seller**") identified in the Order is Buyer's offer to purchase the goods ("**Goods**") and/or the services ("**Services**," and together with Goods, the "**Supplies**") described in the Order. Seller will be deemed to have accepted an Order as issued upon the first to occur of the following: (i) Seller commencing performance under the Order; (ii) Seller accepting or otherwise acknowledging the Order; (iii) other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Supplies; or (iv) Seller's failure to object in writing to the Order within five (5) days of receipt. For avoidance of doubt, a signed acceptance of the Order is not required. Upon acceptance, the Order together with these Terms and Conditions of Purchase (these "**Terms**"), the Buyer Policies, and any other documents issued, identified or otherwise made available by Buyer to Seller from time to time, including specifications, drawings, and any requirements of Buyer's direct or indirect customer ("**Customer**"), will become a binding contract between Buyer and Seller (collectively, the "**Contract**"). Acceptance of the Order is strictly limited to and conditional upon Seller's acceptance of the Contract, including these Terms exclusively.

(b) The Contract does not constitute an acceptance of any offer or proposal made by Seller, and the Contract supersedes all prior agreements, orders, quotations, proposals and other communications regarding the Supplies covered by the Contract, except that a prior agreement signed by authorized representatives of both parties (such as an award letter, statement of work or non-disclosure agreement) will continue to apply to the extent not directly in conflict with the Contract. Any reference in the Contract to any document provided by Seller is solely to incorporate the description or specifications of Supplies, but only to the extent that the description or specifications do not conflict with the description and specifications in the Contract. Any additional or different terms proposed by Seller, whether in Seller's quotation/proposal, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, shall be deemed void and not become part of the Contract, and shall not operate as a rejection of or counteroffer to an Order if Seller otherwise accepts the Order pursuant to section 1(a) above, in which case the Order shall be deemed accepted by Seller without any additional or different terms whatsoever.

(c) Subject to Buyer's termination rights and the survival of the parties' respective obligations, the Contract shall remain in effect for the term specified in the Order. If no term is expressly specified, then the Contract shall remain in effect for (i) the length of the production life of the applicable Customer vehicle or other program(s) for which Buyer intends to incorporate or use the Supplies or (ii), if the Supplies are not directly or indirectly associated with a Customer vehicle or other program, then one (1) year from the date the Order is issued, automatically renewing for successive one (1) year periods thereafter unless Buyer provides notice to Seller of its desire not to renew. Seller acknowledges and assumes the risk of the vehicle or other program production life being delayed, suspended, cancelled, extended or otherwise expanded or reduced, and agrees to supply according to any applicable program (or related program) life changes.

2. Prices.

(a) Unless Buyer expressly agrees otherwise in writing in the Contract, the stated price of Supplies set forth in the Order includes all storage, handling, packaging, freight, insurance, transportation, applicable customs expenses, taxes, excises, duties, tariffs, value added tax (VAT), and other governmental impositions, and all other known or unknown, direct and indirect expenses, costs and charges of Seller, and without limiting the foregoing, Buyer shall not be liable for any business activity taxes or other taxes on or measured by Seller's net income,

including the Michigan single business tax. Prices are not subject to increase and Seller assumes the risk of any event or cause affecting prices, including foreign exchange rate changes, increases in raw material costs, inflation, increases in labor and other production and supply costs, and any other event which may impact the price or availability of materials or supplies. Seller warrants that the prices in the Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added. All prices are in U.S. Dollars, unless otherwise specified in the Order. The Seller undertakes to supply a complete cost breakdown (including labor, material and amortization) and the price of all the basic components of any Supplies, which in the aggregate shall not exceed the price of the Supplies such components together constitute.

(b) Estimates, forecasts or projections of anticipated requirements for the Supplies or program lengths provided by Buyer, if any, are provided for informational purposes only and are subject to change for any variety of internal and external factors within and outside Buyer's control. Buyer makes no representation, warranty, express or implied, including as to the accuracy or completeness of any such estimates, forecasts or projections provided by Buyer to Seller from time to time. No such estimate, forecast or projection shall be deemed or otherwise construed as any form of commitment of Buyer or otherwise binding on Buyer in any respect.

(c) Seller represents and warrants that the prices for the Supplies are and shall remain not less favorable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar goods or services. Seller represents and warrants to Buyer that Seller will fully disclose to Buyer, and give Buyer the full and sole benefit of (unless otherwise expressly agreed by Buyer following disclosure thereof by Seller), any and all discounts, refunds, rebates, credits, allowances or other financial or related incentives or payments of any kind to be provided or agreed to be provided by Seller (or any affiliate thereof) to any direct or indirect customer of Seller (or any affiliate of such customer) for the same or substantially similar goods or services. Further, Seller shall ensure that the Supplies remain competitive, in terms of price, technology, service-level and quality, with substantially similar goods and services. If a competitor to Seller offers goods or services substantially similar to the Supplies that are of better value, technology, service-level or quality, then within fifteen (15) days of Buyer's demand, Seller shall meet or exceed such competitive offer.

3. Delivery; Quantities.

(a) Delivery of Supplies shall be D.D.P. Buyer's designated facility (Incoterms 2020) and title to the Supplies shall pass to Buyer at the delivery point but, notwithstanding anything to the contrary, risk of loss or damage shall not pass to Buyer until such Supplies are finally accepted by Buyer regardless of any transfer of title. TIME AND QUANTITIES ARE OF THE ESSENCE in Seller's performance under the Contract. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer. Failure to meet agreed delivery and quantities shall be considered a breach of the Contract, and Buyer may, without limiting or affecting its other rights or remedies: (i) terminate the Contract; (ii) require Seller to pay to Buyer on demand any Losses (as defined below) directly or indirectly incurred by Buyer or its Customer; and/or (iii) direct expedited shipment and/or incur premium freight or transportation costs, and require Seller to pay all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies covered by the Order. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Risk of loss or damage and responsibility for the storage and return of any rejected deliveries shall be borne solely by Seller.

(b) In order to assure the timely delivery of Goods, Seller will, upon written request by Buyer's authorized purchasing representative, manufacture goods in excess of Buyer's current Orders to serve as a reserve for shipment, at such inventory reserve level as may be set by Buyer from time to time, to meet Buyer's requirements and to meet any unforeseen delays due to any reason whatsoever. Unless and until such Goods are purchased by Buyer from Seller, the same shall remain the property of Seller, and shall be held by Seller at its sole risk and expense.

(c) All Goods shall be suitably prepared for shipment and must be labeled, packed, routed, and shipped (collectively, "**Shipping Instructions**") in accordance with Buyer's instructions and specifications as provided from time to time, and otherwise in compliance with applicable law, regulations, rules, codes, standards and other requirement or rule of law (collectively, "**applicable law**"), including with respect to hazardous materials instructions. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. If Buyer has not provided Shipping Instructions, Seller will label,

pack, route, and ship the Goods otherwise in accordance with this section and sound commercial practices in a manner that will ensure that the Goods are adequately protected against damage and deterioration in transit and compliant with applicable law.

(d) If a specific quantity other than “1” or “one” is not specified on the face of the Order, or if the face of the Order specifies the quantity as “1” or “one”, then the Order shall be deemed a requirements contract, and Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, one hundred percent (100%) of Buyer’s requirements for the Supplies, and those requirements will be reflected in quantities that are specifically identified by Buyer as firm orders in Buyer’s releases issued or otherwise made available to Seller (the parties acknowledging that, due the limitations of Buyer’s systems, Buyer is unable to expressly state on the face of the Order the quantity term as “see release,” “as scheduled,” “as directed,” “as requested,” “subject to Buyer’s releases” or similar descriptors commonly utilized in requirements arrangements). For avoidance of doubt, each such release, authorization, scheduling agreement, manifest or other similar instruction issued or otherwise made available to Seller shall be deemed part of, and shall be governed by and subject in all respects to, the Contract (including these Terms). Notwithstanding anything in the Contract to the contrary, Buyer may purchase and use Supplies from other suppliers for purposes of (i) evaluation, qualification, trial production testing or similar purposes, and/or (ii) protecting against actual, threatened, potential or perceived shortages or disruptions in supply from Seller, including in connection with any breach or threatened breach by Seller of the Contract, and as otherwise permitted by the Contract.

4. Payment; Invoices. Payment terms are net 30 days from the date of an accepted, valid invoice (in a form and containing such information as Buyer may require). Payment terms do not start until (a) the Supplies are received or performed, as applicable, or (b) Buyer receives the invoice, whichever is later. All amounts due Seller or its affiliates shall be considered net of indebtedness or obligations of Seller and its affiliates to Buyer and its affiliates, and Buyer and its affiliates may set off against any amounts due or to become due to Seller or its affiliates from Buyer or its affiliates however and whenever arising and without notice. If any obligations of Seller or its affiliates to Buyer or its affiliates are disputed, contingent or unliquidated, including any claims by Buyer’s Customers before final determination of cause, Buyer may defer payment of such amounts until such claims are finally resolved (as determined by Buyer in its sole discretion). Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of the Goods and/or performance of the Services, and Buyer may withhold payment until a correct and complete invoice or other required information, including evidence that the Supplies were delivered or performed, as applicable, absent any liens, claims or encumbrances, is received and verified. Invoices submitted after six (6) months of delivery of the Goods and/or performance of the Services will not be paid. Seller must provide a separate invoice for each shipment. Invoices must bear Buyer’s Order number, code number, and all other information requested by Buyer from time to time, and clearly state the balance due. Invoices must be sent to flexfabap@flexfab.com.

5. Confidential Information; Non-Circumvention.

(a) Any specifications, drawings, reprints, technical information, formulations and compositions, manufacturing processes and methods, data, customer or supplier lists or other information of a trade secret or confidential nature furnished or otherwise made available to Seller hereunder (together with any compilations or analysis thereof, “**Confidential Information**”) shall remain Buyer’s property, shall be kept confidential, and shall be returned or destroyed after the termination or expiration of the Contract or earlier on demand at Buyer’s request (together with written certification thereof). Seller may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated and strictly necessary under and in furtherance of the Contract without in each case the prior written consent of Buyer. Seller will use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a like nature, but in no event less than reasonable care. Seller shall notify Buyer immediately and provide full information regarding any potential data breach. The obligations of non-use and confidentiality set forth in this section do not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure as evidenced by Seller’s written records; or (c) rightfully obtained by Seller on a non-confidential basis from a third party as evidenced by Seller’s written records. The obligations contained in this section shall not prevent Seller from disclosing Buyer’s confidential information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Seller provides Buyer prompt notice of such requirement so as to permit Buyer to seek an appropriate protective order to prevent disclosure of all or part of such confidential information and Seller reasonably cooperates with Buyer in obtaining

such protective order, and provided further that Seller will disclose only that portion of the confidential information that Seller is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such confidential information. No information furnished or otherwise made available by Seller to Buyer shall be deemed to be trade secret or confidential unless separately agreed by Buyer in a signed writing. For the avoidance of doubt, Seller's obligations under this section shall survive any expiration or termination of the Contract.

(b) Without limiting the foregoing, Seller hereby acknowledges that Buyer's business involves, among other activities, maintaining relationships with its Customers. Seller hereby irrevocably agrees and warrants that it and its affiliates shall not, except as expressly prohibited by applicable law, directly or indirectly, through any intermediary, interfere with, circumvent, attempt to circumvent, avoid or bypass Buyer to engage in a transaction relating to the Supplies with a Customer directly, or usurp, obviate, divert, disrupt or otherwise interfere with any agreement, business, business prospect, relationship or transaction Buyer has or is pursuing with any customer, employee, contractor, supplier or other person.

6. Seller's Warranties. Seller expressly warrant to Buyer, Buyer's Customer, and the direct and indirect users of the goods and services sold by Buyer that the Supplies shall: (a) conform to all final drawings, specifications, samples and other descriptions furnished, specified or adopted by Buyer; (b) comply with all applicable laws of the jurisdictions in which the Supplies or the goods containing or otherwise utilizing the Supplies are to be consumed, used, sold or performed; (c) be merchantable; (d) be free from any defects in design, to the extent furnished by Seller or any of its subcontractors or suppliers, even if the design has been approved by Buyer; (e) be manufactured entirely of new, genuine (non-counterfeit) materials, and free of any defects in materials and workmanship; (f) be manufactured entirely of new materials; (g) be fit, sufficient and suitable for the particular purpose for which the Supplies are intended, including, as applicable, the specified performance in the component, system, subsystem or end-product location and the environment in which they are or may reasonably be expected to perform; (h) not infringe, misappropriate, dilute or otherwise violate the intellectual property rights (as defined below) of any third party; (i) be free of all liens, claims and encumbrances whatsoever; and (j) all Services shall be performed in accordance with the highest standards of professional and ethical competences and integrity in Seller's industry by individuals with the necessary knowledge, skill, expertise, and training in a diligent, workmanlike, prompt, and professional manner. Seller will promptly notify Buyer of the existing of any Intellectual Property Right, including discoveries, improvements, inventions, creations, writings, product designs, prototypes, specifications, drawings or other works that Seller conceives, reduces to practice, makes or otherwise creates in connection with the performance of Services, and such Intellectual Property Right will constitute deliverables owned by Buyer. Seller acknowledges that Seller knows the particular purpose for which the Supplies are intended. The warranty period shall be that provided by applicable law, except that if Buyer is obligated to provide a longer warranty period to or otherwise by its Customer, such longer period shall apply, and in no event shall such warranty period be shorter than sixty (60) months from Buyer's final acceptance of the applicable Supplies; provided, however, notwithstanding the foregoing warranty periods, upon the occurrence of any serial defect(s) in the Supplies (as determined by Buyer in its sole discretion), the warranty period shall continue indefinitely. The warranties provided in this section are in addition to all other warranties available under applicable law, and all such warranties shall survive inspection, testing, audit, review, acceptance, use or incorporation of the Supplies by Buyer. Seller shall promptly repair, replace, substitute, re-perform, refund or credit nonconforming Supplies upon notice in Buyer's sole discretion and at Seller's sole cost, without limiting or affecting Buyer's other rights or remedies, and the warranties provided in this section shall likewise apply to such repaired, replaced, substituted or re-performed Supplies. All nonconforming Supplies shall be held at Seller's risk and sole cost. Without otherwise limiting Buyer's rights and remedies, if conforming Goods are not delivered or conforming Services are not performed at the agreed upon time: (Y) any direct or indirect liabilities, damages and costs incurred by Buyer or its Customers, including all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, unpacking, sorting, repacking, storage, return, replacements or re-performance shall be Seller's responsibility and paid, credited or otherwise reimbursed to Buyer on demand; and (Z) Buyer may, at its option, terminate the Contract or all or any portion of the Order without liability pursuant to section 14 below and reject any Goods or Services previously delivered or performed (even if initially accepted by Buyer, paid for in part or in full or utilized in part or in full, modified or otherwise altered).

7. Changes. Buyer may at any time make changes to the Order or Supplies, including changes to quantities, drawings and specifications, inspection, testing or quality control requirements, delivery schedules and methods of shipment in packaging. Seller agrees to promptly make such changes. Any such changes shall be deemed not

to affect the time for performance or cost under the Order unless Seller notifies Buyer within two (2) business days after receiving notice of a change if Seller expects that the change results in a difference in price or time for performance and a detailed claim for any requested adjustment(s) thereto (together with supporting information and related documentation). After receiving all required information and documentation, Buyer may, at its sole discretion, equitably adjust the price or time for performance. Nothing in this section shall relieve Seller from proceeding without delay in the performance of the Contract as changed. Seller shall not make any changes to the manufacture of the Goods or performance of the Services without Buyer's prior written consent as conditioned by Buyer.

8. Materials and Tooling. Except as otherwise expressly provided in the Contract, Seller shall supply at its own expense all materials, equipment, tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and all related documentation, drawings, specifications, samples, test reports, hardware, software and facilities required to perform the Order (collectively, the "**Seller Material**"). Seller grants Buyer (or its designee) an irrevocable option to take possession of and title to the Seller Material that is unique and used to manufacture the Goods or perform the Services upon payment of the net book value less any amounts previously paid to Seller for the cost of such Seller Material, except where such Seller Material is primarily used to produce goods or perform services that comprise "off-the-shelf" or "catalogue" goods or services independently developed by Seller and routinely manufactured in each case prior Buyer's issuance of the Order. Notwithstanding the foregoing, Seller expressly acknowledges and agrees that all materials, equipment, tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and any special items of a like nature produced or otherwise obtained by Seller in connection with performing Seller's obligations under the Contract that are furnished to Seller or specifically paid for, in whole or in part, by Buyer or Buyer's Customer ("**Tooling**") shall be held by Seller on a bailment basis and remain the property of, with both title and the right of possession in, Buyer or, if applicable, Buyer's Customer, and without limiting any other rights and remedies available to such persons. Tooling qualification is contingent upon receipt and approval by Buyer of Seller's PPAP (as defined below) submission package or such other validation materials as required by Buyer. While in Seller's direct or indirect custody or control, all Tooling shall be held at Seller's risk, fully insured by Seller against loss or damage in an amount equal to the replacement cost thereof at Seller's sole cost, conspicuously marked, and used solely in Seller's performance of its obligations under the Contract. Tooling shall be subject to removal at Buyer's request at any time without notice. Seller shall not permit any liens, claims or encumbrances to be placed upon any Tooling. Seller shall immediately notify Buyer of the location of Tooling if ever located (even temporarily) at any place other than Seller's approved facility. Seller shall, at Seller's sole cost, maintain the Tooling in good condition and repair, and shall replace any Tooling if, as, and when reasonably required. Buyer does not guarantee the accuracy of, or the availability or suitability of, the Tooling, and all such Tooling is supplied by Buyer (if at all) "as-is" without any warranty of any kind. Upon expiration or termination of the Contract or all or any part of an Order, as applicable, Seller shall retain on a bailment basis for Buyer's benefit, at Seller's sole cost, all related Tooling then in Seller's direct or indirect custody or control until Buyer provides further written instruction. Upon receipt of such written instruction, Seller shall, at Seller's cost, prepare the Tooling for shipment and shall deliver it to the specified location(s) on such dates as specified by Buyer. All Tooling shall be returned in no less than the same condition as originally received by Seller, reasonable wear and tear excepted. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER SHALL HAVE NO LIABILITY TO SELLER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO THE TOOLING. BUYER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOOLING, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

9. Intellectual Property. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, work-of-authorship, industrial design, technical information, know-how, process of manufacture or other intellectual property right ("**Intellectual Property Right**") of Buyer other than the limited right to use Buyer's Intellectual Property Rights as strictly required to produce and supply the Goods, and perform the Services, in accordance with the Contract. Except as otherwise provided in the Contract, Seller does not transfer to Buyer any Intellectual Property Right of Seller other than the right to incorporate or use the Supplies in goods and services to be sold by Buyer to Customers or the public. Notwithstanding the foregoing, Seller agrees that it will not incorporate into any Supplies any Intellectual Property Right of Seller without Buyer's prior written consent. To the extent any Intellectual Property Right of Seller is incorporated, with or without Buyer's consent, Seller

hereby grants to Buyer and its designees upon the expiration or earlier termination of the Contract an irrevocable, non-exclusive, worldwide royalty free right and license to make, have made, use, sell and exploit Seller's Intellectual Property Rights in connection with the Supplies. Seller will provide Buyer (on a non-confidential basis) all technical information requested by Buyer from time to time relating to the Supplies which is necessary or useful to Buyer's every use of the Supplies, including with respect to the manufacture, design, and performance of such Supplies, and any drawings, engineering validations, qualifications, applications, and compliance or other testing. To the extent that Seller creates or develops any Intellectual Property Right in the performance of the Contract, such Intellectual Property Right will be owned by Buyer and may not be used by Seller except as provided herein. However, to the extent such Intellectual Property Right is not owned by Buyer, Seller: (a) hereby assigns and agrees to assign, to Buyer each work-of-authorship, invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller in the performance of the Contract; and (b) shall promptly disclose to Buyer all such Intellectual Property Rights and cause its representatives to sign any papers necessary to enable Buyer to obtain title to and to file applications for registration of same throughout the world.

10. Remedies. The rights and remedies reserved to Buyer in the Contract shall be cumulative, and in addition to all other or further remedies provided in law or equity. The exercise of any right or remedy shall be without prejudice to the right to exercise any other right or remedy. Without limiting the foregoing, Seller shall reimburse Buyer upon demand for all Losses, including all costs, expenses and losses directly or indirectly incurred by Buyer (including all attorney or other professional fees) in connection with or otherwise arising from or as a result of any breach of the Contract by Seller, any obligation of Seller to indemnify Buyer, or any other failure by Seller to comply with Seller's obligations under the Contract, including all such Losses arising from or as a result of (a) inspecting, sorting, containing, repairing or replacing nonconforming Goods or Services; (b) production interruptions; (c) conducting any voluntary or involuntary recall or other customer field service action costs, costs allocated under warranty allocation programs ("**Recalls**"); (d) claims or litigation arising from personal injury (including death) or property damage caused by such nonconforming Goods or Services; (e) any amounts for which Buyer is liable to its Customer(s) on account of such breach, failure, or nonconforming Goods; and (f) enforcing any provision of the Contract. In addition, Seller shall reimburse Buyer for all Losses arising from or relating to (W) Seller's breach or anticipatory repudiation of the Contract or any other contract between Seller and Buyer; (X) a request or demand by Seller to modify or change the terms of the Contract; (Y) legal proceedings involving Seller that in the reasonable judgment of Buyer, may impact upon Seller's continued or future performance under the Contract; or (Z) any court case or proceedings in which Buyer appears, participates, monitors or becomes a party and in which Seller is also party. "**Losses**" shall include all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind, including incidental, indirect, consequential and special damages, personal injury, death, property damages, anticipated or lost profits, Recall costs, costs allocated under a Customer warranty allocation program, production delay or interruption costs, reduced line-speeds, inspection, handling and reworking sorting, storage, replacements or re-performance, attorney and other professional fees, and other costs associated with indemnified parties' administrative time, labor and materials, and any settlements or judgments related thereto. In any action brought by Buyer to enforce Seller's obligations in connection herewith, Seller acknowledges and agrees that monetary damages are not a sufficient remedy, and Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any breach (without the necessity of showing damages or posting bond), plus recovery of Buyer's actual attorneys' fees and other professional fees. Buyer shall have the full statutory period of limitations to bring any action arising out of Buyer's agreement with Seller. BUYER SHALL NOT BE LIABLE TO SELLER, UNDER ANY CIRCUMSTANCES, FOR ANTICIPATED OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND.

11. Indemnification. To the fullest extent permitted by applicable law, Seller will defend, indemnify, and hold harmless Buyer, its affiliates and Customers, and the direct and indirect users of the goods and services sold by Buyer, and each of their respective equity holders, employees, directors, officers, managers, and advisors, affiliates, agents, customers, invitees, successors, and assigns from and against all Losses arising out of or resulting from: (a) any nonconforming or otherwise defective Supplies; (b) any negligent or wrongful act or omission of Seller or its representatives; (c) any breach or failure by Seller or its representatives to comply with any of the terms and conditions of the Contract (including these Terms); or (d) any actual or claimed infringement of patent, trademark, copyright rights, misappropriation of trade secrets, or any other claim relating to intellectual property of a third party, or any breach of confidentiality. Buyer may defend, or participate in the defense of (at Seller's sole cost), any claim brought by any third party entitling Buyer to indemnification under this section. Seller agrees that Buyer's action to defend such claims (or participate in such defense) is in the interest of both Buyer and Seller and is done to mitigate damages. Seller waives the right to argue that Buyer's defense of such claims

in any way limits Buyer's right to seek indemnity from Seller or assert a claim against Seller. Seller's obligation to provide indemnification as described in this section shall apply regardless of whether any claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

12. Service. During the production period and for the longer of (a) fifteen (15) years after the applicable original equipment manufacturer vehicle program ceases production (*i.e.*, end of program life) or eight (8) years after any non-automotive program ceases production or (b), if required by Buyer's Customer or applicable law, such longer applicable period, Seller hereby agrees to sell to Buyer or its designee one hundred percent (100%) of Buyer's service and replacement requirements for the Goods, including component parts and materials, at the prices set forth in the Order (or applicable portion thereof as described in the next sentence) for the first five (5) years plus any reasonable and actual cost differential for specialized packaging as approved by Buyer. Thereafter, pricing shall be as mutually agreed by the parties in good faith taking into account any actual cost differential for manufacturing plus any reasonable and actual cost differential for specialized packaging as approved by Buyer. If Goods are systems or modules or otherwise component based, Seller shall sell each module, component or part at a price that does not, in the aggregate, exceed the complete Good price specified in the Order, less applicable assembly costs.

13. Termination for Convenience. Buyer may, in its sole discretion, terminate the Contract or all or any part of the Order for any reason at any time upon thirty (30) days' prior written notice to Seller (or, if applicable, such shorter period as may be required by Buyer's Customer). In connection with such termination, Buyer shall pay Seller only: (a) the price for all conforming finished Goods actually delivered to and accepted by Buyer; and (b) the reasonable cost of usable work-in-process incorporating Buyer's Intellectual Property Rights and raw materials that cannot be consumed by Seller for other customers within one (1) year, provided in each case such work-in-process and raw materials were ordered in accordance with Buyer's firm orders/releases. Buyer's payment obligations upon termination shall in no event exceed the amount that would have otherwise been due Seller had no termination occurred, and are contingent in all respects on Seller submitting a claim for such amounts, if any, within thirty (30) days of termination. In addition to the preceding limitations, if Buyer terminates an Order which it intends to use for a government prime contract or subcontract or for a Customer that directed Buyer to use Seller, Buyer's maximum obligation to Seller will not exceed Seller's pro rata share of the amount Buyer actually receives as payment from its Customer as allocable to Seller. Upon receipt of Buyer's notice of termination, Seller shall: (Y) stop work under the Contract or Order to the extent terminated; (X) protect all property in Seller's possession or control in which Buyer has or may acquire an interest; and (Z) cooperate with Buyer as requested to transfer the provision of the Goods or Services to the person(s) designated by Buyer and as further provided herein. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to any termination claims.

14. Termination for Default. Buyer may without prior notice terminate the Contract or all or any part of the Order for default occasioned by Seller's: (a) breach or threatened breach of any terms of the Contract or any other agreement between Buyer and Seller; (b) failure to make progress so as to endanger timely and proper delivery of the Goods or completion of the Services; (c) failure to promptly adequately respond to a demand for adequate assurance; (d) entering into or offering to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods or the performance of Services or a material change in the direct or indirect ownership or control of Seller (including control of more than twenty-five percent (25%) of Seller's equity interests), any merger or consolidation directly or indirectly involving Seller, or any other substantial change in Seller's organization; (e) failure to remain competitive with respect to quality, technology, delivery, service or pricing of the Goods or Services; or (f) undergoes an event of the insolvency, bankruptcy, reorganization, receivership or liquidation, makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course, or permits a receiver to be appointed in respect of Seller's property. Seller shall be liable for all Losses caused by or resulting from its default under the Contract. Any termination under this section shall be without liability to Buyer, except for conforming Goods delivered or the Services performed by Seller and accepted by Buyer. In the event any termination made pursuant to this section is later held by a court of last resort to have lacked cause as described in this section or otherwise, the parties acknowledge and agree that such termination shall be automatically deemed a termination for convenience pursuant to section 13 above. Seller may terminate the Order only for non-payment by Buyer and then only if the amounts unpaid are material and more than thirty (30) days past due, Seller first delivers to Buyer notice thereof (together with supporting information) and, within thirty (30) days of Buyer's actual receipt of such notice, Buyer does not either pay the past due amounts or notify Seller that the amounts claimed are disputed in good faith.

15. Transition Support. In connection with any expiration or termination of the Contract or all or any part of the Order, Seller will cooperate with Buyer to transition the provision of the Supplies to the person(s) designated by Buyer (including Buyer itself), at no additional cost to Buyer, including, by: (a) continuing production, delivery, and performance of all Supplies as directed by Buyer in accordance with the Order, without premium or other condition, as if the expiration or termination had not occurred, during the entire period required by Buyer to complete an orderly transition (as determined by Buyer in its sole discretion) and ensure there is no interruption to Buyer's ability to obtain the Supplies as needed in connection with Buyer's or its Customers' operations; (b) promptly providing all requested information and documentation regarding Seller's operations and access to Seller's facilities where the Goods are manufactured or the Services are performed; and (c) providing accommodations for special manufacturing or performance capacity and other transition support services as required by Buyer.

16. Orders for National Defense; Customer Requirements. By indicating D.O. or D.X. Rating, Buyer certifies its order is for National Defense under DMS Regulation No. 1 in which case Seller is required to follow the provisions of DMS regulation No. 1, and all other government regulations and orders in obtaining controlled materials and other products necessary to fill the Order. Where Supplies will be sold, or otherwise incorporated into goods or services that will be sold, directly or indirectly to an original equipment manufacturer, Seller shall take all necessary actions, provide all necessary information, comply with all applicable requirements, and do all other things as Buyer deems necessary or desirable and within Seller's control to enable Buyer to meet Buyer's obligations under the terms and conditions of any nomination letter, award, purchase order, release, supply agreement or other document or contractual obligation of any kind (collectively, "**OE Terms**") directly or indirectly applicable to Buyer or its Customers from time to time in respect of Buyer's direct or indirect supply of Supplies to such original equipment manufacturer or Customer, including any obligations relating to: delivery, packaging and labeling, warranties, remedies, indemnification, intellectual property rights, inspections and audits, and replacement and service parts. Buyer may, from time to time, in its sole discretion, provide Seller with information regarding OE Terms that may be applicable to Seller pursuant to this section, but, in any event, Seller shall be at all times solely responsible for ascertaining the OE Terms that may affect Seller's obligations hereunder and hereby agrees to be bound by such OE Terms as if they applied directly to Seller. In the event of any conflict between applicable OE Terms and the Contract, Buyer retains the exclusive right in its sole discretion to have all or any such OE Terms prevail to the extent necessary or desirable to resolve any actual or preserved conflict between such OE Terms and the Contract. In addition to any other rights or remedies available to Buyer, if Buyer's Customer directed that Seller be the vendor for the Supplies: (a) Buyer may pay Seller only after and to the extent of, and in proportion to, Buyer's actual receipt of payment from such Customer for those items into which such Supplies are incorporated; and (b) Buyer shall extend, and Seller shall accept such extension of, applicable pay terms to the same extent Buyer's pay terms with such Customer are adjusted from time to time.

17. Quality Standards; PPAP. Seller will at all times strictly conform to the quality control standards and inspection systems, as well as related standards, policies, and systems established or required by Buyer or its Customers from time to time. Without limiting the foregoing, Seller agrees to meet or exceed all requirements of industry Production Part Approval Processes ("**PPAP**") as specified from time to time by Buyer and its Customers, and agrees to promptly demonstrate Seller's compliance on request.

18. Inspection; Information Requests. Seller shall provide upon request proof of inspection of Goods before delivery. All shipments of Goods and performance of Services are subject to inspection and approval at or following delivery or performance, as applicable, by Buyer or its representatives (provided, however, in no event shall inspection be required), and Buyer may reject and refuse acceptance of nonconforming Goods or Services at any time. Seller shall reimburse Buyer for the cost of inspection of rejected Goods and Services. No inspection, approval, delay or failure to inspect, or failure to discover any defect or nonconformance, shall relieve Seller of any liability or obligations under the Contract or otherwise impair or waive any right or remedy of Buyer with respect to the Goods or Seller's performance of Services. Rejected Goods may be returned to Seller at Seller's risk and expense. At no additional cost, upon reasonable advanced notice to Seller (of at least twenty-four (24) hours), Buyer or its Customers may conduct or cause to be conducted inspections and audits at Seller's facilities, system, data, equipment, and personnel, including reviewing (and making copies) of Seller's books, records, aggregated or otherwise anonymized payroll data, receipts, correspondence, and other electronic and non-electronic documents relating to the Goods and Services, Seller's obligations under the Contract, any payment made to Seller, or any claim made by Buyer or Seller, accessing Seller's relevant personnel, and reviewing Seller's manufacturing, testing, inspection, quality control, and reliability processes and procedures. Seller will preserve information subject to inspection and audit under this section for the longer of eight (8) years or the life of the

relevant program plus eight (8) years or, if required by Buyer's Customer or applicable law, such longer applicable period. At no additional cost, upon request by Buyer, Seller shall promptly provide all information and documentation reasonably required by Buyer as contemplated by the Buyer Policies or otherwise necessary to operate Buyer's business and/or comply with Buyer's obligations to its Customers or under applicable law.

19. Compliance with Law. Seller represents and warrants to Buyer and its Customers that the manufacture, delivery, performance, and sale of the Supplies shall at all times comply with all applicable laws of the country of origin, manufacture, destination, and use, including U.S. laws of extraterritorial application, or which otherwise relate to the manufacture, performance, labeling, transportation, distribution, importation, licensing, approval or certification of the Supplies or Seller's operations. Upon Buyer's request from time to time, Seller shall furnish Buyer with specific declarations and certifications of legal compliance or otherwise certify in writing its compliance with any or all of the foregoing. Seller shall at all times comply with each of the Buyer Policies and each other written or communicated policy of Buyer's Customer, as each such policy is in effect or modified from time to time. Without limiting the foregoing, Seller shall comply with all applicable laws, including domestic and foreign anti-bribery and anti-corruption laws, and other laws governing improper payments, including the requirements of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and any other applicable anti-bribery and anti-corruption laws and regulations in other jurisdiction. Seller shall also abide by all applicable U.S. export international trade control laws, including the U.S. Department of Commerce's Export Administration Regulations, the U.S. Department of State's International Traffic in Arms Regulations, all economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control, the requirements of 41 CFR 60-1.4, 60-250.4, 60-300.5 and 60-741.5, which regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin, and require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status, and Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations, which regulate the use of conflict minerals.

20. Insurance. Seller shall purchase and maintain at all times (in commercially reasonable amounts if not otherwise stated but in no event less than otherwise acceptable to Buyer): (a) commercial general liability coverage in the amount of at least five million USD (\$5,000,000) or such other amount required by Buyer, including product recall and product liability coverage; (b) worker's compensation coverage at statutory requirements; (c) all risks property coverage including business interruption; (d) professional liability coverage without any cyber exclusion. Each of the foregoing policies must be maintained with a company rated "A- VII" or better by A. M. Best, or reasonable equivalent. At Buyer's request from time to time, Seller shall promptly (in no event later than two (2) business days) deliver a certificate of insurance identifying Buyer as an additional insured and loss payee. Seller shall cause the applicable insurer to provide thirty (30) days' notice to Buyer prior to cancellation or material changes to applicable policies. Any cancellation or change shall not affect Seller's obligation to maintain the required insurance coverage. Any coverage written on a claims made form must be maintained for three (3) years after expiration or termination of the Contract. No coverage required by this section shall in any way apply as a limit to Seller's liability or Buyer's entitlement to recovery.

21. Force Majeure. If either party is unable to perform its obligations under the Contract as a result of an event or occurrence beyond the reasonable control of such party and without such party's fault or negligence, then any delay or failure to perform under the Contract that results solely and directly from such event or occurrence will be excused for only so long as such event or occurrence continues so long as the affected party gives notice of the delay to the other party as soon as practicable after the event or occurrence but in no event more than two (2) days thereafter (together with all information reasonably necessary to understand and verify the same, and an estimate of the duration thereof). Force majeure events and occurrences are strictly limited to fires, floods, natural disasters, acts of war, civil riots, government order, law, or actions, or pandemics or epidemics officially declared by the World Health Organization. Seller shall use diligent efforts to end the delay or failure and ensure the effects of such force majeure event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the event causing such delay or failure. During any delay or failure to perform by Seller, Buyer may (a) purchase substitute goods and services from other available sources and reduce its order quantities for Goods and Services respectively, with Seller reimbursing Buyer for any additional costs to Buyer for such substitutes or (b) have Seller provide substitute goods and services from other

available sources as it directs. Without limiting Seller's other obligations under this section, in the event of any supply allocation by Seller in connection with a force majeure event, Seller will give preference to Buyer for all Goods and Services ordered prior to and for the duration of such event until such time as Seller is operating normally. Notwithstanding the foregoing or anything contained herein to the contrary, if Seller fails to promptly (in no event later than two (2) business days of the force majeure event) provide adequate assurances to Buyer in writing that any delay will not exceed thirty (30) days, or in the event any delay lasts more than thirty (30) days, Buyer may terminate the Contract or all or any part of the Order without any liability or obligation to Seller, including any obligation to purchase, pay or reimburse Seller for undelivered finished Goods, work-in-process or raw materials.

22. Governing Law; Venue; Costs. The validity, interpretation, and enforcement of the Contract shall be governed by the law of the State of Michigan, without regard to conflicts of law provisions, and the U.N. Convention on Contracts for the International Sales of Goods shall not apply. Any litigation arising from or in connection with the Contract may be brought by Buyer (as determined by Buyer in its sole discretion) in any court having jurisdiction over Seller or, at Buyer's option, in the Federal District Court for the Eastern District of Michigan or, for state court, in Oakland or Wayne County Circuit Court in the State of Michigan or any other court having jurisdiction over any of Buyer's locations specified in the Contract, in which event Seller irrevocably consents to such exclusive jurisdiction and service of process in accordance with applicable procedures. Seller irrevocably waives and agrees not to raise any objection it might now or hereafter have to any such claim or proceeding in any such court, including any objection that the place where such court is located in an inconvenient forum or that there is any other claim or proceeding in any other place relating in whole or in part to the same subject matter. Seller shall pay Buyer's reasonable attorneys' fees, costs, and expenses incurred in enforcing any provision of the Contract.

23. Miscellaneous.

(a) **Notices.** Any notice, communication or statement required or permitted to be given under the Contract shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, by overnight courier service, or by email (with delivery receipt requested), addressed to the address of the party specified on the face of the Order.

(b) **Relationship of the Parties; Assignment; Third Party Beneficiaries.** Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Seller may not assign or delegate the Contract, any portion of work in connection with the Contract, or any of Seller's rights (including any rights concerning the assignment of receivables) or obligations under the Contract without Buyer's prior written consent. Any attempted assignment or delegation by Seller in contravention of this section shall be null and void. A change of control shall be deemed an assignment by Seller. The Contract shall inure to the benefit of the parties' permitted successors and assigns. Seller agrees that Buyer and its Customer are intended third party beneficiaries of any contracts between Seller and its suppliers relating to the production or performance of the Supplies with the right to enforce such contracts. Except as expressly provided herein, the parties agree that there are no third party beneficiaries of the Contract.

(c) **Entire Agreement; Amendments.** The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties. For purposes of the Contract, the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation", the word "or" is not exclusive, and any action or deliverable required to be taken or delivered "promptly" shall be so taken or delivered within five (5) business days unless a shorter period is provided. Headings are solely for the purpose of reference and shall not affect the meaning or interpretation of the Contract. The Contract (including these Terms) may only be amended or modified in writing signed by an authorized representative of Buyer; provided, however, the parties hereby acknowledge and agree that: (i) any clerical errors contained in the Contract, including any Order, are subject to correction by Buyer in good faith following identification of such error(s); (ii) Buyer may modify these Terms from time to time by posting revisions to Buyer's website at www.flexfab.com (or any successor website thereto) prior to the date when any such modification shall become effective, and such revised Terms shall apply to all Order revisions or releases issued on or after the effective date thereof, and Seller further acknowledges and agrees it is responsible to review such

Buyer's website periodically; and (iii) Buyer may from time to time issue new or modify existing supplier manuals or other policies of Buyer and such policies shall become effective as and when made available to Seller.

(d) **Waiver; Severability; Survival.** The failure of Buyer to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction, and the invalid or unenforceable provision shall be substituted with a valid provision that, as closely as possible, achieves the same business purpose. These Terms shall survive and continue in full force and effect following the expiration or termination of the Contract.